

AG Contract No. KR97 2805TRN
ECS File No. JPA 97-218
Project: F-037-3-513
TRACS: 89A CN 609 H 4693 01 C
Section: Town of Fredonia

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF FREDONIA

THIS AGREEMENT is entered into 4 February, 1998
pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF
TRANSPORTATION (the "State") and the Town of Fredonia, acting by and through its
Mayor and Town Council, (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. It is to the mutual advantage of the State and the Town to landscape certain areas within the right of way on U.S. 89A at the following location.

From centerline roadway station 0+00 to centerline roadway
station 18+80.75, a net distance of approximately 0.36 miles.

NO. 22184
Filed with the Secretary of State
Date Filed: 02/04/98

Betty Bayless
Secretary of State

By: Vernon D. Guenewald

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the Town for concurrence.

2. After Town concurrence of the plans, the project will be constructed by the State, using State funds. Upon completion of the work the Town shall reimburse the State twenty five percent (25%) of the landscape contract cost, in an amount currently estimated at \$15,000.00.

3. The Town shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The Town shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at Town expense.

5. After construction, the Town shall maintain the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

6. The Town hereby agrees to maintain the landscaping. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and established at the completion of the project. The Town will not make any changes, additions or deletions without written approval of the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the Town, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E, Room 222
Phoenix, AZ. 85007


Town of Fredonia
Town Clerk
Box 217
Fredonia, AZ. 86022


8. Attached hereto is the written determination of each party's legal counsel the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

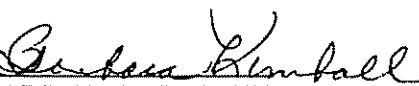
CITY OF CASA GRANDE

STATE OF ARIZONA
Department of Transportation

By 
BRENT MACKELPRANG
Mayor

By 
PETER L. ENO
Contract Administrator

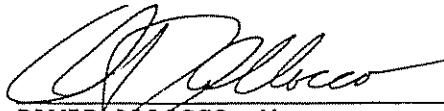
ATTEST

By 
BARBARA KIMBALL
Town Clerk

RESOLUTION

BE IT RESOLVED on this 3rd day of December 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Town of Fredonia for the purpose of defining responsibilities for the design, construction and maintenance of landscape improvements to SR-89A in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in dark ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID ALLOCCO, Manager
Engineering Technical Group
for Larry S. Bonine, Director

RESOLUTION No. 98-002

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FREDONIA, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT TO BE ENTERED INTO BETWEEN THE STATE OF ARIZONA AND THE TOWN TO PROVIDE FOR LANDSCAPING CERTAIN AREAS WITHIN THE HWY. 89a RIGHT-OF-WAY, AND AUTHORIZING THE MAYOR TO SIGN THE SAME.

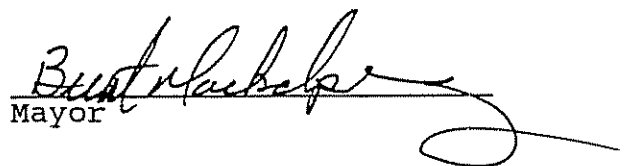
BE IT RESOLVED by the Mayor and Town Council of Fredonia, Arizona, in open meeting held the 14 day of January, 1998, that:

1. The Intergovernmental Agreement for Landscaping and maintenance between the Town and the State of Arizona, acting by and through the Department of Transportation, dated on or about this date, is approved, including 25% participation by the Town in the expense of landscape installatiion and full maintenance thereafter.

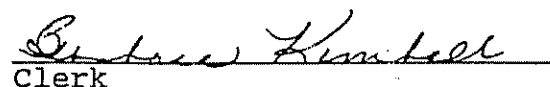
2. The Agreement is in the best interests of the Town and its citizens based upon review by the Council and input received at public hearing.

2. The Mayor is authorized to execute the Agreement for and on behalf of the Town in the form submitted to the Council and approved by it in this Resolution.

DONE IN OPEN MEETING by unanimous vote of the Town Council on the date indicated above.


Mayor

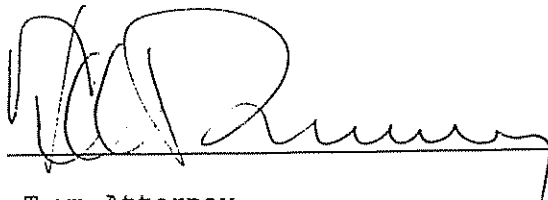
ATTEST:


Clerk

APPROVAL OF THE FREDONIA TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF FREDONIA and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this _____ day of _____, 1997.



Town Attorney



GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-2805TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE January 28, 1998.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/10129

Enc.